

SOUTHERN NEVADA COUNTER TERRORISM CENTER (SNCTC)
CLARK COUNTY, NEVADA

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered into this 16 day of August, 2007 by and between the Las Vegas Metropolitan Police Department (LVMPD), the Federal Bureau of Investigation (FBI), the Henderson Police Department (HPD), the North Las Vegas Police Department (NLVPD), the Clark County School District Police Department (CCSDPD), the Clark County Fire Department (CCFD), the Las Vegas Fire & Rescue Department (LVFR), the Nevada Department of Public Safety (NDPS), the Clark County District Attorney (CCDA) (collectively referred to as the "Participating Agencies") for the establishment and operation of the Southern Nevada Counter Terrorism Center (SNCTC).

It is envisioned that other agencies may join this MOU upon approval of the Board of Governors – SNCTC by majority vote.

I. AUTHORITY

Authority for entering into this MOU may be found in the *Intelligence Reform and Terrorism Prevention Act* Pub. L. No. 108-458, 118 Stat. 3638 (codified as amended in scattered sections of 5, 6, 8, 18, 22, 49 and 50 U.S.C.) (2004). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. PURPOSE

This MOU establishes and outlines the intent of the Participating Agencies to centralize and co-locate. This fusion is intended to provide resources, expertise, and information to maximize their ability to detect, prevent, investigate, and respond to all crimes and all hazards in the greater Clark County, Southern Nevada Region. It is the belief of the Participating Agencies to this MOU that the centralization of intelligence and analysis for the Southern Nevada region will be facilitated by the SNCTC. The benefits of collaboration and communication between the contributing agencies are readily apparent and widely recognized as absolutely essential.

Further, this MOU establishes a framework for the organization of the SNCTC and to address issues that are common to the Participating Agencies. The MOU is to set out a common understanding of the policies and procedures that the SNCTC will follow, in providing intelligence and coordination of service to the citizens encompassed by the populated areas of Southern Nevada. Nothing in this MOU should be construed to supersede previous MOUs entered into between the Participating Agencies and other agencies. This MOU is not intended to be legally binding.

III. MISSION

The Mission of the SNCTC is to improve communication and coordination among international, federal, state, local, tribal, and private agencies. The Mission is to be achieved through the combining of relevant information from disparate databases concerning terrorism, critical infrastructure and all crimes all hazards. The SNCTC will be the regional hub for receiving information, providing analysis and dissemination of actionable intelligence to the Participating Agencies, Joint Terrorism Task Force (JTTF), All Regional Multi-Agency Operations and Response (ARMOR) and other appropriate law enforcement, public safety and intelligence entities. The SNCTC will produce written reports concerning criminal trends and threat assessments in the Southern Nevada region and provide analytical case support and tailored analytical products. The SNCTC will not operate to the exclusion of any existing intelligence programs of the Participating Agencies.

IV. ORGANIZATION AND MANAGEMENT

The SNCTC shall initially consist of a combined body of the LVMPD supervisory and management staff, analysts, and support personnel, together with agents, analysts and support personnel assigned from the Participating Agencies.

A "Member Agency" is defined as an agency that contributes at least one (1) full-time employee or one (1) full-time contractor dedicated to fulfilling the SNCTC's mission and is co-located at the SNCTC site. A "Contributing Agency" is defined as an agency that contributes personnel on a part-time or surge basis to the SNCTC. Member Agencies and Contributing Agencies agree that personnel assigned to the SNCTC will be limited to current employees or contractors.

The combination of Member Agencies and Contributing Agencies shall herein be referred to as "Participating Agencies."

Any local, state, or federal agency with statutory law enforcement, public safety, or public health jurisdiction may join the SNCTC upon approval by the Board of Governors. *See Infra* XIII.

A. Executive Management (Board of Governors)

1. The SNCTC will be overseen by a Board of Governors comprised of the Head of Agency for each of the Participating Agencies. The Board of Governors shall provide mission guidance and policy direction. Additionally, they shall resolve conflicts or disputes that might arise related to policy or mission.

2. The Board of Governors will appoint a director for the SNCTC who shall have day-to-day command authority over members assigned to the Center.

3. A Head of Agency, whose agency contributes to the SNCTC as a Member Agency, shall have full voting rights on the Board of Governors. As staffing patterns change and full-time employees are added, Contributing Agencies may change their status to become Member Agencies. The Head of Agency must possess, or be eligible and apply for a minimum clearance level of "Secret."

4. A Head of Agency, whose agency contributes to the SNCTC as a Contributing Agency may participate in the Board of Governors as an Associate Member. Associate Members may participate in all business before the Board of Governors, however will not be allowed to vote on matters before the Board. The Head of Agency must possess, or be eligible and apply for a minimum clearance level of "Secret."

5. The Chairperson of the Board of Governors shall be the Head of Agency of the agency that is designated as the Fiscal Agent for the SNCTC. LVMPD is currently the fiscal agent of the SNCTC.

6. The Board of Governors shall meet for its regularly scheduled meetings on the second Tuesday of March and October each year except if such day is a legal holiday, then the Chairman shall fix the day but it shall not be more than two weeks from the date fixed by this MOU. The presence of a simple majority of the members shall constitute a quorum and shall be necessary to conduct the business of the organization.

7. The Chairman of the Board of Governors may call special meetings at the Chairman's discretion.

8. The Vice Chairman shall be a Head of Agency from a Member Agency. The Board of Governors shall elect a Vice Chairman annually at the regularly scheduled October meeting. Upon approval of this MOU, the Vice Chairman may be initially elected at a special meeting and shall serve until the second regularly scheduled October meeting. The Vice Chairman, in the absence of the Chairperson, shall assume all the rights, privileges and powers of the Chairman as if he/she had been the duly designated chairperson.

9. For any regular or special meeting a Governor may designate a proxy to represent the interests of that Governor. The proxy will be deemed to have all rights and privileges of a Governor for the duration of that regular or special meeting.

10. All votes before the Board of Governors shall be by voice and be ratified by a simple majority of the Member Agencies present at the meeting.

11. Order of business before the Board shall adhere to the format of:

1. Roll Call

2. Approval of the Minutes of the preceding meeting
3. Reports of Committees
4. Reports of Officers
5. Old and Unfinished Business
6. New Business
7. Adjournments

B. Advisory Board

The Board of Governors may form an Advisory Board. If an Advisory Board is formed, Governors may nominate individuals to serve on the Advisory Board. Qualified individuals would include representatives of agencies, industries or organizations with a vested interest in the operations and/or products of the SNCTC. Advisory Board Members must be approved by the Board of Governors. It is envisioned that an Advisory Board would serve to provide recommendations related to the operation of the SNCTC or the content and/or format of the work products.

If formed, the Advisory Board will meet at least semi-annually, on the first Tuesday of February and September and may elect to hold additional meetings, as desired. Any recommendations shall be transmitted to the Board of Governors in advance of their next scheduled meeting.

C. Direction of SNCTC and Resource Control

Specific control over an agency's SNCTC resources and the continued dedication of these resources to the SNCTC shall be retained by the Participating Agency, which will be kept fully apprised of all analytical developments by its respective subordinates, as appropriate security clearances permit.

D. Supervision of SNCTC

Day-to-day supervision of matters assigned to the SNCTC will be the responsibility of the LVMPD. It is anticipated that the analysts will be assigned by subject matter expertise serving the entire Southern Nevada region. As additional analytical resources become available, supervisory personnel from other member agencies may be added. Responsibility for the conduct of additional SNCTC members shall remain with the respective Participating Agency's head of agency.

Each Participating Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Participating Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material. (*See Infra V*).

A complaint made against any SNCTC member, while acting within the scope of their SNCTC assignment, shall be reported to the SNCTC Director. The Director will immediately report said complaint to the Board of Governors and the respective agency's direct supervisor of the SNCTC member. The Head of Agency of the member's agency will be responsible to conduct an investigation with assistance of the SNCTC Director. Any action taken by the member's agency will be reported to the Board of Governors. Complaints made against the SNCTC member while acting outside the scope of their SNCTC assignment, will be reported to the SNCTC Director; however, it will be the sole responsibility of the agency employing said member to conduct an investigation. Disciplinary action, if any, shall be the responsibility of the employing agency.

E. Disputes

Disputes between Participating Agencies arising from the operation and activity of the SNCTC shall be settled by the Board of Governors.

F. Modification of Personnel

Any Participating Agency wishing to modify its personnel contribution to the SNCTC shall give 30 days written notice of such modification.

The Board of Governors reserves the right to remove any personnel from the SNCTC when it is determined that the person or persons in question would cause a detriment to the SNCTC with their continued presence.

V. CLASSIFIED INFORMATION

The SNCTC will handle both classified and sensitive but unclassified law enforcement/public safety information. Participating Agencies will only be granted access to classified or sensitive information if they have the appropriate security clearances. Those SNCTC members seeking access to classified information who do not possess Secret/Top Secret clearances, depending on the level of access to classified information sought, will be subject to a full background investigation with assignment/access contingent upon receipt of appropriate security clearances. The background investigation and other costs associated with obtaining the necessary security clearances shall be borne by a member's Participating Agency.

All Participating Agencies, their employees and contractors agree not to disclose classified or sensitive information to anyone not authorized to receive information at the specified classification level, and who does not also have a need and right to know, without the express written permission of the originating agency. The Participating Agencies, their employees and contractors agree to execute any applicable non-disclosure agreements. All intelligence products and intelligence sharing shall comply with 28 CFR part 23.

VI. COMPENSATION

Salaries of SNCTC personnel will be paid by their respective agencies. Overtime shall be compensated in accordance with applicable overtime provisions of each member's agency and shall be subject to the prior approval of appropriate personnel.

VII. RECORDS AND REPORTS

Personnel from Participating Agencies will utilize their own forms, recordkeeping, and reporting methods. Reports prepared by the SNCTC will be shared with all SNCTC analysts and sworn personnel, with the proper security clearance and the need to know.

Each Participating Agency retains sole ownership of, exclusive control over and sole responsibility for the information it contributes to the SNCTC (referred to hereafter as proprietary information). All work product that originates from an employee of a Participating Agency will clearly identify the contributing party and will clearly state that the information is and remains the sole property of the contributing party and under that Agency's exclusive control. All joint reports or products of collaboration will be considered property of the SNCTC, and will be subject to dissemination upon approval of any of the Participating Agencies.

Each Participating Agency has the sole and continuing responsibility to ensure the accuracy of information it has contributed. If the Participating Agency becomes aware of any inaccuracy in information it has contributed, it has the responsibility to correct that information and advise the SNCTC of such correction. Each Participating Agency is responsible for ensuring that all shared information is collected for legitimate law enforcement purposes to investigate, prevent or mitigate suspected criminal activity.

A Participating Agency's information system design must ensure that audit trails, system security and information dissemination correspond to the Mission of this MOU. The following are key points that need to be addressed in each Participating Agency's information system design.

1. Collection Limitation
2. Data Quality
3. Use Limitation
4. Security Safeguards
5. Openness
6. Individual Participation
7. Accountability

Any report prepared by a Participating Agency must be classified at the level of the highest classification of any material it contains and cannot be disseminated to any party who does not possess that clearance level and the need to know.

VIII. INFORMATION SHARING

It is anticipated that the Participating Agencies will share their informational databases with other Participating Agencies to the extent allowable and authorized by the individual agencies guidelines, Nevada law, Federal law and in conformance with Section V of this MOU.

It is agreed there shall be no unilateral action taken on the part of any Participating Agency relating to joint SNCTC projects.

IX. FUNDING

The LVMPD will serve as the Fiscal Agent for the grants provided in support of the SNCTC.

LVMPD, as the Fiscal Agent, agrees to provide office space, equipment and supplies, to carry out the administrative operation of the SNCTC. After federal or state grant funding is no longer available, sustainment for the SNCTC will be the responsibility of all Participating Agencies. Additional equipment required by a Participating Agency, will be the responsibility of that agency.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Participating Agencies of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Participating Agency shall bear its own costs in relation to this MOU. Expenditures by each Participating Agency will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Agencies expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

X. INFORMANTS

Any information derived from informant or confidential sources is subject to those rules relating to proprietary information and the SNCTC and the Participating Agency must obtain express permission to use any proprietary information from the Participating Agency which has responsibility of that informant or confidential source. No Participating Agencies shall knowingly contact any informant or confidential source of any other Participating Agency without express permission of that Participating Agency. Each Participating Agency will ensure that the direction and oversight of their confidential sources/informants is in compliance with their respective Agency's policies/guidelines.

XI. MEDIA

All media releases on SNCTC matters will be coordinated jointly through the Board of Governors and/or SNCTC Director.

XII. EXPRESS RESERVATIONS


Nothing in this MOU shall be deemed to create an employment relationship between any of the Participating Agencies. The Participating Agencies do not waive and intend to assert any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

XIII. AMENDMENTS

This MOU may be amended at any time to include additional Participating Agencies. A new Participating Agency, either a Member Agency or a Contributing Agency, must first be approved by a majority of the Board of Governors. After approval by the Board of Governors, the new Participating Agency must sign on to the same terms of understanding contained in this MOU and in substantially the same format. All other amendments to this MOU must be executed in the same manner as the original MOU.

XIV. DURATION

The term of the MOU shall be an indefinite period. An Agency retains the right to terminate its participation in the SNCTC by giving 30 days written notice of its intent to terminate. Upon the termination of the SNCTC's operations and the MOU, all equipment will be returned to the supplying agencies. The withdrawing Participating Agency shall remove from its files, any proprietary information of any other Participating Agency not fully integrated into a report or analytical product of the withdrawing, and return the same proprietary information to the contributing Participating Agency.

By: 
Douglas C. Gillespie, Sheriff
Las Vegas Metropolitan Police Department

Date: 8/16/07

By: _____
Steven M. Martinez, Special Agent in Charge
Federal Bureau of Investigation (Las Vegas)

Date: _____

By: _____

Date: _____

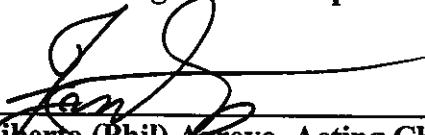


8-16-07

**Richard D. Perkins, Chief of Police
Henderson Police Department**

By: _____
**Mark S. Paresi, Chief of Police
North Las Vegas Police Department**


Date: _____

By:  _____
**Filiberto (Phil) Arroyo, Acting Chief of Police
Clark County School District Police Department**

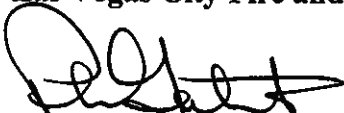
Date: 8-16-07

By: _____
**Steven M. Smith, Fire Chief
Clark County Fire Department**

Date: _____

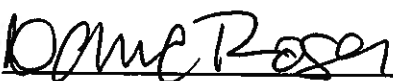
By:  _____
**Greg Gammon, Acting Fire Chief
Las Vegas City Fire and Rescue**

Date: 8-16-07

By:  _____
**Phil Galeoto, Director
Nevada Department of Public Safety**

Date: 8-16-07

Contributing Agency member:

By:  _____
**David Roger, District Attorney
Office of the District Attorney
Clark County, Nevada**

Date: 8/16/07